



Tridev
City

A TRUE DESTINATION



APPLICATION FORM

APPLICATION FOR ALLOTMENT OF APARTMENTS / PLOTS / VILLAS / COMMERCIALS IN TRIDEV CITY, AT HARIDWAR (UTTARAKHAND)

To,
Alka India Pvt. Ltd.
908, GD-ITL Tower, B-08,
Netaji Subhash Place, Pitampura,
New Delhi-110034, India.

Dear Sir,

I/We ("the Applicant") undersigned that I/We may be allotted a Apartment / Villa /Plots /Commercials ("Premises") at **TRIDEV CITY PROJECT, Haridwar** being developed at Village Atmal Pur Bongla, Haridwar (Uttarakhand). I/We opt to pay the basic sales price of the Premises, PLC (if applicable) and other allied / additional charges or any other charges thereafter as per **Construction Linked Installment Payment Plan or Down Payment Plan** enclosed herewith.

I/We agree and note that the Allotment of a Premises is entirely at the sole discretion of the Company and the Company has the right to reject any offer without assigning any reason thereof and without incurring/carrying any liability towards cost / damage / interest etc. except that the registration amount received on registration or thereafter shall be refunded to the applicant(s).

I/We agree and note that the allotment of a Premise as and when made by the Company, shall be provisional whereupon formal Premises Buyer's Agreement shall be executed between the parties

I/We have read, understand and signed Terms and Conditions for Allotment and Sale of Premises attached to the application Form and Allotment based on this application shall be subject to the Terms and Conditions attached to this Application and I/We agree to abide and be bound by the Terms and Conditions of the Allotment and Sale as laid down therein and which shall ipso-facto be applicable to my/our legal heirs and successors. I/We further agree to sign/execute as and when desired by the Company, the Allotment Letter or Premises Buyer Agreement on the Company's standard format, contents of which have been read and understood by me/us and I/We agree that until the Allotment is made and Premises Buyer Agreement is signed and executed, there shall be no completed contract of Sale and I/We shall not be entitled to enforce the same in the Court of Law. However, Allotment Letter of Premises will be issued by the Company on acceptance of the offer.

I/We remit herewith a sum of Rs. _____ (Rupees _____ only) by Demand Draft/Cheque/P.O.No. _____ dated _____ drawn on _____ (Bank & Branch) in the favour of **M/s Alka India Pvt. Ltd.** payable at New Delhi as registration deposit to be adjusted / appropriated to wards stipulated earnest money at the time of the allotment of the Premises.

I/We agree to pay further installment of consideration amount and other allied/additional charges or any other charges thereafter as agreed/stipulated/called for by the company and/or contained in the payment plan opted by me/us. My/Our particular are given below for your reference and records.

Yours Faithfully,

(Signature of First / Sole Applicant)

Name of the Applicant _____

Date _____

Place _____

(Signature of Second Applicant, if any)

Name of the Applicant _____

GENERAL PARTICULARS

First/Sole Applicant

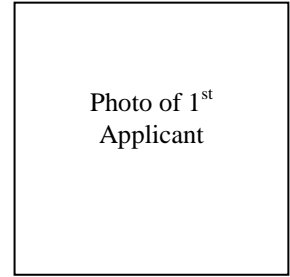
Mr./Mrs./Ms. _____

Son/Wife/Daughter of _____

Date of Birth _____ Profession _____

Passport No.(Compulsory in case of NRI) _____

Permanent Address (Please Attach Proof) _____



Tel. Resi. _____ Mobile No. _____

Fax No. _____ E-Mail ID _____

Income Tax Permanent Account No.(PAN) _____

Second Applicant/Nominee

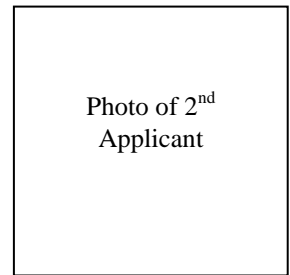
Mr./Mrs./Ms. _____

Son/Wife/Daughter of _____

Date of Birth _____ Profession _____

Passport No.(Compulsory in case of NRI) _____

Permanent Address (Please Attach Proof) _____



Tel. Resi. _____ Mobile No. _____

Fax No. _____ E-Mail ID _____

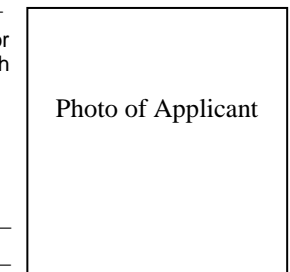
Income Tax Permanent Account No.(PAN) _____

To be filled in case of Applicant is Partnership Firm /HUF/Society/Company/Any Other Legal Entity.

Name _____

Name and address of all Partners (for Firm)/all Co-Partners (for HUF) all Members of Governing Body (for Society)/all Directors (for Company)/all Persons constituting the Management body (in any other case)-attach proof

Address of Principal/Registered Office (Attach Proof) _____



Registration No.(please fill in case the applicant is a registered entity) _____

PAN No. _____ E-Mail ID _____

Name & Designation of authorized person signing the Application (Please attach Resolution/Power of Attorney)

UNDERTAKING

I/We the above applicant(s) do hereby declare that the above particulars given by me/us true and correct and no part of it is false and nothing has been concealed there from. I/We undertake to bide my/our promise in to and perform the obligations and the terms referred herein. Any allotment against this application is subject to the term and conditions attach to this Application Form and that the Allotment letter and Buyer's Agreement, the term and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), legal representatives, successors and nominee(s). I/We undertake to inform the company of any change in my/our address or any other particulars/information given above, till the booked property is registered in my/our name(s) failing which the letters sent at the recorded address by the company shall be deemed to have been received by me/us.

(Signature of First / Sole Applicant)

Name of the Applicant _____

(Signature of Second Applicant, if any)

Name of the Applicant _____

DETAILS OF APARTMENT / VILLA

(i) Type _____ (ii) Tower _____ (iii) Floor _____ (iv) No. _____ (v) Super Area _____ Sq.Ft.
 (vi) Car Parking - Covered / Open _____ (viii) Perfect Location Charges _____

DETAILS OF PLOT / COMERCIAL

(i) Type _____ (ii) Area _____ Sq.Yds.(iii) Rate @ _____ Sq.Yds.
 (iv) Car Parking - Covered / Open _____ (v) Perfect Location Charges _____

SALE DETAILS

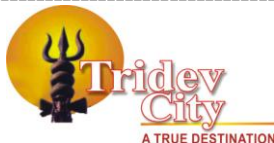
PARTICULARS	DETAILS	AMOUNT (in Rs.)
A. Basic Sales Price (BSP) on Super area basis	@ Rs. _____ per Sq.ft.	
B. Preferential Location Charge (PLC) if any	@ Rs. _____ per Sq.ft.	
C. Allied / Additional Charges		
(i) Car Parking Charges	Covered _____ @ Rs. _____ Open _____ @ Rs. _____	
(ii) Power Backup Installation Charges	_____ KVA @ Rs. _____	
(iii) Interest free Maintenance Security (IFMS)	@ Rs. _____ per Sq.ft.	
(iv) Club Membership Fees	@ RS. _____	
(v) VAT / Service Charges	@ Rs. _____	
(vi) Legal Documentation Charges	@ Rs. _____	
(vii) Others Charges (if any)	@ Rs. _____	
Total of (C)		
D. External Development Charges (EDC)	@ Rs. _____ per Sq.ft.	
E. Internal Development Charges (IDC)	@ Rs. _____ per Sq.ft.	
Total (A+B+C+D+E)		
Payment Plan Option	DPP () CPL ()	
Model of Booking	Direct () Dealer ()	
If through Dealer – Name & Address		

NOTES

- ❖ The rebate for early payment, if any shall be allowed as may be decided by the Company from time to time, at its sole discretion.
- ❖ Registration fees, Stamp duty, Facilities charges and other miscellaneous charges shall be borne and paid by the intended Allottee, as applicable.
- ❖ Prices indicated above are subject to revision from time to time at the sole discretion of the Company.
- ❖ Prices, terms and conditions stated herein are not exhaustive, and have been indicated merely to apprise the Applicant.
- ❖ VAT and / or Service Tax, if any shall be charge extra as applicable.
- ❖ All Taxes, charges, cess or fees, whatsoever or of any kind, levied or that may be levied in future shall be borne and paid by the intending Allottee.

PLEASE ATTACH

1. Attested copy of the proof of address,
2. Election ID Card/ Passport/Driver's License
3. PAN Card/Latest Annual Return/Electric Bill/Telephone Bill.
4. Attach list of Directors/Partners/Members of Governing or Management Body-duly Certified and Signed by all the Directors/Partners/ Members of Governing or Management Body.
5. Please attach notarized copy Power of Attorney (Signed by at least two Partners/ Members of Management Body except in favour of whom the POA is issued) or certified copy of Resolution passed by the Board of Directors to be signed by a Director or the Company Secretary not being the Director or person who has signed the applications. In case the applicant is a HUF, no Authority Letter required in case the application is signed by the Karta of the HUF.

Acknowledgment

Alka India Pvt. Ltd.
 908, GD-ITL Tower, B-08,
 Netaji Subhash Place,
 Pitampura, N.Delhi-34.

Name of ApplicantType
 Cheque No. for Rs. Date Drawn on Bank
 as booking amount Apartments/Plot/Villa/Commercials in TRIDEV CITY, Haridwar.

This is only acknowledgment of application, not a valid receipt.

Authorised Signatory

Terms & Conditions

GENERAL TERMS & CONDITIONS FOR BOOKING OF APARTMENTS / PLOTS / VILLAS / COMMERCIALS IN TRIDEV CITY (HEREINAFTER REFERRED TO AS "PREMISES") SITUATED AT VILLAGE ATMAL PUR BONGLA, HARIDWAR, UTTARAKHAND.

1. THAT the intending Allottee's has applied for allotment of "Premises" in "TRIDEV CITY" to be developed at Village Atmal Pur Bongla, Haridwar, Uttarakhand with full knowledge of laws, notifications, rules as applicable to the Premises, which have been fully explained by the Company and understood by him/her/them.
2. THAT the said Premises is/are proposed to be constructed by ALKA INDIA PVT.LTD. (Hereinafter referred to as the "Company") on a land which is in its rightful possession and control. The intending Allottee(s) has fully satisfied himself about the interest and right of the Company in the land where "TRIDEV CITY" is being developed.
3. THAT the intending Allottee's shall pay to the Company the entire consideration as per the Payment Plan opted by him annexed hereto.
4. THAT the intending Allottee's shall pay the Basic Price and other charges on the basis of "Super Built up Area" which shall mean and include the covered area, inclusive of the area under periphery walls, area under staircases, circulation area, walls, lifts, shifts, passages, corridors, lobbies and refuge areas. The basic price of the "Premises" is fixed.
5. THAT the Company, apart from Basic Price shall fix Preferential Location Charges (PLC) for certain Premises in the TRIDEV CITY" and is intending Allottee's opts for booking of any such Premises, he/she shall be liable to pay such charges as fixed upon demand by the company.
6. THAT the Allotment of the Premises is at the discretion of the Company. The Company reserves the right to accept or reject any request for allotment, upon scrutiny of Application form, at its sole discretion without assigning any reason whatsoever. The payments made by the applicant along with application form do not confirm or convey allotment of the Premises to the Applicants.
7. In the event the Application form is rejected for any reason whatsoever, the non-acceptance letter addresses to the Applicants shall be accompanied by an A/c payee cheque from the company favoring the Applicants for the full value paid with the application without any interest. Further, the company shall not be liable for any other damages/compensation whatsoever incurred by the Applicants on this account.
8. If you have given earlier any Registration amount that will be adjusted in this booking and treated as new booking, if Company issued any Receipt / Certificate regarding that amount will stand cancelled.
9. THAT the Allotment is Non-Transferable.
10. THAT the Company, apart from Basic Price shall fix Car Parking Charges (Covered/Open) in the TRIDEV CITY" and is intending Allottee's opts for booking of any Car Parking, he/she shall be liable to pay such charges as fixed upon demand by the company.
11. THAT the timely payment of installment as indicated in the Payment Plan/Schedule of Payment is the essence of the Allotment. If any installment is delayed/not paid as per the Payment Plan, the Company will charge interest @ 18% p.a. on the delayed payment for the period for delay, however, if the same remains in arrears for more than two consecutive installments (in case of Construction Linked Installment Plan) or it remains in arrear for more than 30 days (in case of down payment Plan), the company shall have the right to cancel the allotment made to the applicants and the Allottee will have no right or lien whatsoever on the Premises. In such case, the amount deposited up to 10% of the Basic Sale Price of the Premises, constituting the Earnest Money, shall stand forfeited and the balance amount paid, if any, will be refunded without any interest by the company after adjustment or interest on delayed payments, if any, due from the applicants. However, the Company may at its sole discretion, condone the delay in payment by charging interest @ 18 % p.a. and restore the allotment in case it has not been allotted to someone else. In such a situation, an alternate Premise, if available, may be offered in lieu of the Premises booked by the Applicants under this Application.
12. THAT the Earnest Money shall be deemed to be 10% of the consideration of the Premises.
13. THAT all taxes and statutory levies presently payable in relation to land comprised in TRIDEV CITY have been included in the price of the Premises. However, in case of any further increase and/or any fresh tax, services tax, charge, cess, duty, levy etc. imposed by the Government or other statutory authorities in future on the land and/or the Premises, the same shall be payable by the Allottee on pro-rate basis.
14. THAT the External Development Charges (EDC) and Internal Development Charges (IDC) are not included in the basic sale price of the Premises and would be charged extra as demanded by the Company. Any increase in EDC and IDC and other levies shall be to the sole account of the Allottees only.
15. THAT the possession of Premises shall be delivered by the company to the Allottees provided all amounts due and payable by the intending Allottee as provided herein have been paid to the company. The Company shall be entitled to reasonable extension in delivery to the Allottees of the possession of the Premises in the event of any default or negligence attributable to the Allottees fulfillment of terms & Conditions of Allotment.
16. THAT the development and delivery of possession of the Premises is subject to extension in case of occurrence of any force majeure event, which includes delay for any reason beyond the control of the company like non-availability of any building material due to market conditions, war or enemy action or natural calamities or any Act of God, any notice, order, rule and notification of the Government/Court of Law/Public/Competent Authority or any other reason beyond the control of the Company. In case of occurrence of any of the aforesaid events, the company shall be entitled to a reasonable extension of time. In case of non availability of materials at reasonable cost including those materials mentioned in the specification sheet, the company will be entitled to use alternative/substitute materials of equal or comparable quality without any clam or objection from the Allottee.
17. THAT in case the Allottee wants to avail any loan facility from his employer or financial institutions or bank to facilitate the purchase of the Premises, the Company shall co-operate with the Allottee during the financial process. However, the terms of the financing agency shall be exclusively binding and applicable upon the Allottee only and the entire responsibility of getting the loan sanctioned and/or disbursed in accordance with the company's payment plan will rest executively on the Allottee. In the event of the loan not being sanctioned or the disbursement is delayed, the Allottee shall ensure that the payment due to the company are made as per payment plan, failing which, the Allottee shall be governed by the provision contained in clause 10 above.
18. THAT allotment made to the Allottees is provisional, and the company shall have the right to effect suitable alterations, if and when found necessary. Such alterations may include reasonable change in the area, layout plan, floor, block, number or direction of the Premises. That the opinion of company's architects on such changes will be final and binding on the Allottees. To implement any such change, and if consider necessary, a supplementary document, may be executed with the Allottees. Further, if here is any increase/decrease in the super built up area of the Premises revised price will be payable /adjustable at the original rate at which the Premises has been booked for allotment. In case any additional amount payable by the Allottee is not paid to the Company within the specified time, the provisions of clause 10 shall be applicable.
19. THAT after completion of Premises and receipt of full consideration and other allied/additional charges, if any, payable by the intending Allottee, suitable conveyance document as per the policy of the Company shall be executed in favour of the intending allottees in the standard format approved by the company. All expenses towards execution and registration of conveyance document including the stamp duty and registration charges shall be borne by Allottees. That the Allottee shall remain present before the authorities at the time of registration of such documents.
20. THAT the actual physical possession of the Premises shall be taken by the Allottees after payment of full sale consideration and other allies/additional charges including the stamp duty charges.
21. THAT the E.B. Deposits & Charges has been collected for Electricity Connection. The Metro, Sanitary Deposits and Charges if any will be collected as and when the same is provided by the Department and the same will have to be paid by the Allottees as and when demanded by the Company.

22. THAT the Company would pay to the Allottees @ Rs.5/- per Sq.Ft. of super area per month for any delay on offering possession of the Premises beyond the period stipulated in the Buyer Agreement subject to any extensions due the occurrence of any force majeure event as laid down in clause 15 herein above.
23. THAT the intending Allottees shall take possession of the Premises within 30 days from the date of issuance of final notice of possession by the Company, failing which, the said Premises shall lie at the risk and cost of the Allottees and the Company shall have no liability or concern thereof. IN such case, the Company shall not be responsible for any loss or damage to the fitting/fixtures in the Premises occasioned due to failure of the Allottees to take possession within the stipulated time. Besides the maintenance charges, as determined by the company/maintenance agency, holding charges @ Rs.5/- per Sq.Ft. of super build up area per month shall also be payable by the Allottee to the Company for the period the Premises is not taken in possession by the Allottees. It is further agreed by the Allottees that in the event of his/her failure to take over the said Premises within a period of 90 days from the issue of notice of possession by the Company, the Company shall have the option to cancel the allotment and the documents/agreement executed in relation thereto, without accruing any liability to the Allottee of any nature whatsoever. However, the Company may, at its sole discretion, decide to condone the delay on the condition that the Allottees shall pay the maintenance charges and the holding charges to the Company, as stated above.
24. THAT the intending Allottees shall also sign and execute a separate document for upkeep and maintenance of common areas, services, facilities and installations of the complex, more specifically described in the Maintenance Agreement, which may be tripartite agreement executed with the nominated maintenance agency. The said Agreement shall spell out in detail the services and facilities to be provided and maintained in relation to the Premises.
25. THAT the intending Allottees shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Premises) in the Complex, as determined by the Company or its nominated agency.
26. THAT the Company shall provide fire safety measures as per existing Fire Safety code/Regulations, and in case of any subsequent legislation, Government order or directive or guidelines, or if deemed necessary by the Company, any further fire safety means are required to be provided, intending Allottees shall pay for the same, on pro-rata basis.
27. THAT the intending Allottees shall pay VAT/Service Tax (if any) amount to be paid when on demanded. Taxes shall be levied at rates prevailing at the time of registration/on offering possession of the Premises.
28. THAT the intending Allottees shall get his/her complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company by Registered AD Letter about all subsequent changes, if any, in his/her address, failing which all demand notice and letters posted at the earlier registered address shall be deemed to have been received by him/her at the time when those should ordinarily reach such address. The intending Allottees shall be responsible for any default in payment and/or other consequences that might occur there from.
29. THAT in case there are joint Allottee, all communications shall be sent by the Company to the Allottee whose name appears first and at the address given by him in this application, shall for all purpose be considered as served on all the Allottee and no separate communication shall be necessary to the other names Allottees.
Any Notice shall be sufficiently given if it is in writing and sent by registered Post/courier addressed to the respective address mentioned in the Application Form or such other address as may be subsequently notified by the Company and/ or Applicants/Allottees in writing. Every such notice shall be deemed to have been given or made on the day on which such notice ought to have been delivered in due course of postal or telegraphic communication. In providing the service of any such notice it shall be sufficient to prove that it was duly address and posted or transmitted as aforesaid.
30. THAT the intending Allottees undertakes to abide by all laws, rules, regulations and orders law as may be applicable to the Premises.
31. THAT the Allottees shall comply with all legal requirement for purchase of immovable property where applicable, after execution of the Buyers Agreement and sign all requisite applications, forms, affidavits, undertakings etc. as required for the purpose.
32. The Applicants declare and affirm that, in case of joint allotment failure to pay by anyone shall be deemed as failure to pay by both/all and the joint intending Allottees shall be treated as one single person for the purpose of this application and both/all shall be liable for the consequences jointly as well as severally.
33. That the Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999, Reserve Bank of India Act and any rules and regulations framed there under or any statutory amendments, modifications made thereof and all other laws that may be applicable from time to time including that of remittance of payment, acquisition / sale / transfer of immovable properties in India etc. and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under the booking application and the Buyer Agreement. Any refund, t4transfer of security, if provided in terms of the application/Buyer Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees understands and agrees that in the event of any failure on his/her part to comply with the applicable law, he/she shall be liable for any penalties or actions taken there under including under the Foreign Exchange Management Act, 1999 as amended from time to time. The Company accepts no responsibility in this regard. The Allottees shall keep the company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Company immediately and comply with necessary formalities, if any, under the applicable laws. The Company shall not be responsible to receive any payments/remittances from any third party on behalf of any Allottees and such third party, shall not have any right in the application/allotment of the Premises applied for herein in any way and the Company shall issue the payment receipts in favour of the Allottees only.
34. THAT the Allottee shall not entitled to transfer the Premises and/or get the name of his/ her nominees substituted in his/her place without prior approval of the Company and the Company , in its sole discretion, allow or refuse the same on such terms and conditions as it may deem fit and proper.
35. THAT all or any disputes or differences arising out or in relation to the terms of this Applications or Buyers Agreement, including the interpretation and validity thereof and the respective right and obligation of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments, modifications thereof for the time being in force. The arbitration proceedings shall held at the registered office of the Company alone, in New Delhi by a sole arbitrator who shall be appointed by the managing director/whole time director/board of directors of the Company.
36. THAT Courts at New Delhi shall have the exclusive jurisdiction in all matters arising out of and/or concerning this transaction.

I/We declare that the above terms and conditions have been read and understood by me/us and the same are acceptable to me/us. (Intending Allottee(s))

Place _____

Date _____

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)